

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

MARK THUESEN,

Debtor.

Case No. 13-37041

Chapter 13

FIRST NATIONAL BANK OF OMAHA,

Plaintiff,

A.P. No. x:14-ap-_____.

v.

MARK THUESEN,

Defendant.

**COMPLAINT SEEKING EXCEPTION TO DISCHARGE PURSUANT TO 11 U.S.C.
§523 (a)(2)(A), §523 (a)(2)(C) AND/OR §523 (a)(2)(B)**

The Plaintiff, First National Bank of Omaha (“FNBO” or “Plaintiff”), by and through its attorneys, and for its Complaint against the Debtor, avers and alleges as follows:

I. Parties and Jurisdiction

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1334 and §157
2. This matter is a core proceeding pursuant to 28 U.S.C. §157.
3. The Debtor filed his Petition, and an Order for Relief was entered under 11 U.S.C Chapter 13 on November 13, 2013 (the “Petition Date”).
4. The Plaintiff is a named creditor in the above referenced bankruptcy proceeding.

II. Facts and Background

5. At all times mentioned herein, the Debtor, Mark Thuesen, had possession of a First National Bank of Omaha consumer credit account, number xxxx-xxxx-xxxx-4620, which

account was opened on August 9, 2013.

6. On August 18, 2013, the account was in good standing and the balance of the account was \$0.00.

7. Between August 19, 2013 and September 14, 2013, in less than a month, the Debtor made purchases on this account totaling \$3,715.88. See copies of account statements, attached hereto and incorporated herein, marked Exhibit A.

8. The Debtor's charges set forth in Exhibit A, included but were not limited to: a charge to Houston Numismatic Exc., a merchant listed as selling gold and silver coins, in the amount of \$3,040.56; and a charge to Academy Sports #116 in the total amount of \$108.24. See copies of account statements, attached hereto and incorporated herein, marked Exhibit A.

9. According to the Debtor's Schedule B answer to question number 5, the Debtor did not own any valuable coins or precious metals on the Petition Date.

10. On November 5, 2013, 52 days after the Debtor made the last of the \$3,715.88 in charges on this account, the Debtor obtained pre-bankruptcy counseling in furtherance of Sections 109(h) and 111 of the Bankruptcy Code, as is required to file a petition in bankruptcy.

11. On or before November 6, 2013, the Debtor paid his attorney the bankruptcy filing fee and/or bankruptcy legal fees. See Debtor's sworn Statement of Financial Affairs, response to Question No. 9.

12. On November 13, 2013, within 59 days of the Debtor making the last of the abovementioned \$3,715.88 in charges on this account, the Debtor filed his Chapter 13 bankruptcy with the Court.

13. According to the Debtor's sworn Schedule I, the Debtor has been employed by 2004 Adploy LP & 2005 Winvite LP for 7 years prior to his bankruptcy, and at the time of the bankruptcy filing, he allegedly was self-employed by 2004 Adploy LP & 2005 Winvite LP as the

owner.

14. According to the Debtor's sworn Schedule I, the Debtor's pre-petition net monthly income was approximately \$6,500.00.

15. According to the Debtor's sworn Schedule J, the Debtor's average monthly living expenses were approximately \$6,364.28.

16. Pursuant to the Debtor's sworn Statement of Financial Affairs, for the two years prior to the Debtor's bankruptcy filing, the Debtor did not receive income from any source other than from his employment.

17. The minimum monthly payments on the Debtor's \$115,727.00 of unsecured debt (based upon minimum monthly payments estimated at between 2% and 3% of the outstanding principal balances on his total unsecured debt) would have been between \$2,314.00 and \$3,471.00 each month.

18. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in his sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$3,715.88 in charges on this account, the Debtor's monthly disposable income was not sufficient to pay even the minimum monthly payments on his unsecured debt.

19. When the Debtor accepted and opened this credit account with the Plaintiff, he agreed to abide by the terms set forth in the account agreement. The Debtor's use of this account was governed by the terms of the account agreement.

20. At the time the Debtor incurred the abovementioned \$3,715.88 in charges on this account, the Debtor represented that he had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement.

21. At the time the Debtor incurred the abovementioned \$3,715.88 in charges on this

account, the Debtor represented that he agreed to abide by the terms of the account agreement.

22. The dates when and the places where the Debtor made the abovementioned representations are listed in the account statements marked Exhibit A, and attached hereto.

III. First Cause of Action

23. Paragraphs 1 through 23 are hereby repeated and incorporated as if fully set forth herein.

24. The Debtor made approximately \$3,715.88 in purchases on the abovementioned account within 90 days of his filing bankruptcy.

25. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$650.00 within ninety days of filing this Chapter 7 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).

26. Based on the foregoing, the charges incurred for luxury goods or services over \$650.00 are non-dischargeable pursuant to 11 U.S.C. §523 (a) (2) (C).

IV. Second Cause of Action

27. Paragraphs 1 through 27 are hereby repeated and incorporated as if fully set forth herein.

28. By continuing to extend credit, the Plaintiff relied upon the Debtor's representations of intent to repay Plaintiff pursuant to the terms of the account agreement and representations of an agreement to abide by the terms of the account agreement in allowing the Debtor to use this account and incur the charges between August 19, 2013 and September 14, 2013, as set forth in Exhibit A, attached hereto.

29. The Debtor did not advise the Plaintiff that he would be unable to honor the above representations or that he would be unable to abide by the terms of the account agreement at the

time that he made the representations and made the charges set forth in Exhibit A, attached hereto.

30. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.

31. The Debtor incurred the abovementioned \$3,715.88 in charges on the Plaintiff's account at a time when the Debtor was unable to meet his existing financial obligations as they became due.

32. Based upon all the above, at the time the Debtor incurred the abovementioned \$3,715.88 in charges, the Debtor intended to deceive the Plaintiff in that he either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement or the Debtor knew or should have known that he had no ability to repay said debt to the Plaintiff pursuant to the terms of the account agreement.

33. Based upon all of the above, at the time the Debtor incurred the abovementioned \$3,715.88 in charges, the Debtor deceived the Plaintiff in that he made such representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.

34. Therefore, the Debtor obtained said money from the Plaintiff by false pretenses, false representation, or actual fraud, and at the time of filing, the debt owed to the plaintiff was in the amount of \$3,715.88, and for the above reasons, this indebtedness to Plaintiff, First National Bank of Omaha, is nondischargeable in bankruptcy pursuant to 11 U.S.C. §523 (a)(2)(A).

V. Third Cause of Action

35. Paragraphs 1 through 35 are hereby repeated and incorporated as if fully set forth herein.

36. On or about August 9, 2013, the Debtor applied for credit from the Plaintiff.

37. On said application, the Debtor stated that his total monthly income was \$16,000.00 per month or \$192,000.00 per year.

38. However, according to the Debtor's Schedule I, the Debtor's gross monthly income is only \$6,500.00 or approximately \$78,000.00 a year.

39. Also, according to the Debtor's sworn Statement of Financial Affairs, the Debtor had negative incomes of -\$12,500.00 in 2012 and -\$14,600.00 in 2011.

40. Therefore, on the application for credit, the Debtor stated an income that was more than \$114,000.00 greater than his actual income.

41. Therefore, Defendant obtained this credit from First National Bank of Omaha by:

- a. Use of a statement in writing that was;
 - i. Materially false;
 - ii. Respecting the Debtor's ... financial condition;
 - iii. On which FNBO, to whom the Debtor is liable for such money, property, services, or credit, reasonably relied; and
 - iv. That the Debtor caused to be made or published with intent to deceive.

42. Based on the above, the Debtor obtained said money from FNBO by false pretenses, false representation, or actual fraud, and at the time of filing the debt owed to FNBO was in the amount of this debt in the amount of \$3,715.88. Plaintiff's credit card debt is non-dischargeable pursuant to 11 U.S.C. §523 (a)(2)(B).

VI. Prayer for Relief

WHEREFORE, Plaintiff, First National Bank of Omaha, respectfully prays that this Court:

A. Determine that the Debtor's indebtedness to the Plaintiff is an exception to discharge pursuant to 11 U.S.C. §523 (a)(2)(A), §523 (a)(2)(C), and/or §523 (a)(2)(B).

B. Grant judgment to the Plaintiff, First National Bank of Omaha, against the Debtor, Mark Thuesen, in the amount of \$3,715.88, plus the \$293.00 Adversary Proceeding filing fee, for a total of \$4,008.88, plus interest from the date of the bankruptcy filing, plus the Plaintiff's other costs and disbursements incurred for the collection of this debt and of this action as permitted by applicable law, and

C. Grant the Plaintiff such other and further relief as to this Court seems just and proper.

Respectfully submitted,

By: /s/ Frank J. Catalano

STEVE T. HOLMES

State Bar No. 00794918

sholmes@mcglinchey.com

FRANK J. CATALANO

State Bar No. 24052991

fcatalano@mcglinchey.com

McGlinchey Stafford, PLLC

2711 North Haskell Ave., Suite 2750, LB 25

Dallas, Texas 75204

Telephone: (214) 445-2445

Facsimile: (214) 445-2450

**ATTORNEYS FOR FIRST NATIONAL
BANK OF OMAHA**



First National Bank Omaha
P.O. Box 2557
Omaha, NE 68103-2557

U 049673

MARK THUESEN
PO BOX 540365
HOUSTON TX 77254-0365

Account Number: 4620
New Balance: \$3,755.18
Minimum Payment Due: \$75.00
Payment Due Date: October 6, 2013

Make checks payable to First National Bank Omaha

Amount of Payment Enclosed

\$

Change of Address? Please check box and complete reverse side. ☐

4620 0000000007500 0000000375518

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition® Mastercard®

Account Number: 4620

Page 001 of 003



Account Summary

Previous Balance\$0.00
Payments-\$0.00
Other Credits-\$0.00
Purchases+\$3,755.18
Balance Transfers+\$0.00
Cash Advances+\$0.00
Fees Charged+\$0.00
Interest Charged+\$0.00
New Balance\$3,755.18

Statement Closing Date 09/09/13
Days in Billing Cycle31

Total Credit Limit\$3,900.00
Available Credit\$144.00
Cash Limit\$780.00
Available Cash\$144.00



Payment Information

New Balance\$3,755.18
Minimum Payment Due\$75.00
Past Due Amount\$0.00
Payment Due DateOctober 6, 2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	24 years	\$7,879
\$125	3 years	\$4,500 (Savings \$3,379)

If you would like information about credit counseling services, call 1-866-486-6322.



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Did you know that a big part of your credit score depends on the percentage of your available credit you're using? A higher balance can lower that percentage against your available credit limit, which may negatively impact your score. When's the last time you looked at your credit report? Contact us for additional information on how we may be able to help.



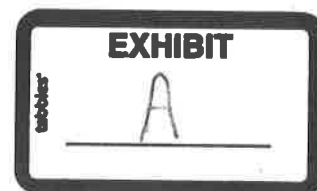
Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Transactions				
8-19	8-20	55453263232091389021360	COH PARKING MGMT HOUSTON TX	\$4.50
8-19	8-20	55436673232152324076675	EDWARDS HOUSTON MQ STD HOUSTON TX	\$11.00
8-20	8-21	75456673232426500027261	HARRISCNTY CNTYCLRK CR 800-7452659 TX	\$24.00
8-21	8-22	05410193233741234541021	FEDEX 795816747730 800-4633339 TN	\$34.06
8-22	8-23	05410183234741234533043	FEDEX 801776934932 800-4633339 TN	\$57.96
8-23	8-26	55431403235823316151662	HOUSTON NUMISMATIC EXC HOUSTON TX	\$3,040.56
8-23	8-26	05416013235141004726179	WAL-MART #2066 HOUSTON TX	\$4.06
8-23	8-26	55500363236207909500072	LULING CITY MKT BBQ HOUSTON TX	\$11.03
8-24	8-26	55480773236818000045191	ACADEMY SPORTS #116 HOUSTON TX	\$108.24
8-24	8-26	55178423238508040720724	TOYS R US #7004 QPS HOUSTON TX	\$65.12
8-25	8-26	55432863238000700618811	RUSSO'S NEW YORK PIZZE HOUSTON TX	\$49.00
8-27	8-28	05438843240600049949137	LUBYS CAFE #0098 Q99 STAFFORD TX	\$11.67
8-27	8-28	05140483239720026802235	HEB #472 HOUSTON TX	\$5.79
8-29	8-30	2553806324210400067990	SMASHBURGER #1209 HOUSTON TX	\$8.99
8-30	9-03	25538063243104000951389	SMASHBURGER #1209 HOUSTON TX	\$10.80
8-31	9-03	05410193244320130389907	BURLINGTON COA00003921 HOUSTON TX	\$89.72
9-01	9-03	05140483244720027185946	HEB #472 HOUSTON TX	\$13.47
9-02	9-04	65450933246703641700092	THE SWEET BOUTIQUE BAKSUGARLAND TX	\$11.40
9-03	9-04	05140483246720027104459	HEB #472 HOUSTON TX	\$18.31
9-03	9-05	05438843247100068077871	WALGREENS #4515 HOUSTON TX	\$14.99
9-04	9-05	05410193248091007682148	TARGET 00021394 HOUSTON TX	\$23.18
9-04	9-06	05436843248300081216980	KROGER #309 HOUSTON TX	\$23.24
9-07	9-09	05410193251091008022114	TARGET 00009555 HOUSTON TX	\$44.09
9-07	9-09	55432863251000706317822	CARRABBAS 4401 HOUSTON TX	\$39.00
9-07	9-09	55541863250072022438532	PAPPAS BURGER #082 HOUSTON TX	\$31.00

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See reverse for additional information.

Continued next page





Account Number:

4620

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Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	17.99% (v)	\$0.00	31	\$0.00
Cash Advance	25.24% (v)	\$0.00	31	\$0.00
Intro Purchases	0.00%	\$2,057.90	31	\$0.00

2013 Total Year-to-Date

Total fees charged in 2013\$0.00
 Total interest charged in 2013\$0.00

Additional Information Regarding Your Account

OMAHA STEAKS[®]
SAVE 56% and get The Working Advantage Combo
NOW ONLY \$47.99!
 4 (5 oz.) Top Sirloins,
 4 (4 oz.) Omaha Steaks Burgers,
 4 (3 oz.) Ovenroasted Chicken Breasts &
 4 Stuffed Baked Potatoes
 Regular Price, \$110.00 - **NOW ONLY \$47.99**
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 Call 24 hours a day, 7 days a week - 1-800-867-9300 and
 ask for 45145GLC or go to www.OSincentives.com/glc



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- Your card includes built-in fraud protection at no additional cost through MasterCard's[®] Zero Liability[®] program
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- You're covered for purchases made in the store, over the telephone, even online

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First National Bank Omaha
P.O. Box 2557
Omaha, NE 68103-2557

046763

MARK THUESEN
PO BOX 540365
HOUSTON TX 77254-0365

Account Number: 4620
New Balance: \$3,795.88
Minimum Payment Due: \$75.00
Payment Due Date: November 6, 2013

Make checks payable to First National Bank Omaha

Amount of Payment Enclosed

\$

Change of Address? Please
check box and complete reverse side. ☐

4620 0000000007500 0000000379588

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Account Number:

Page 001 of 002



Account Summary

Previous Balance\$3,755.18
Payments-\$100.00
Other Credits-\$0.00
Purchases+\$140.70
Balance Transfers+\$0.00
Cash Advances+\$0.00
Fees Charged+\$0.00
Interest Charged+\$0.00
New Balance\$3,795.88

Statement Closing Date 10/09/13
Days in Billing Cycle30

Total Credit Limit\$3,900.00
Available Credit\$104.00
Cash Limit\$780.00
Available Cash\$104.00



Payment Information

New Balance\$3,795.88
Minimum Payment Due\$75.00
Past Due Amount\$0.00
Payment Due DateNovember 6, 2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	24 years	\$8,058
\$127	3 years	\$4,572 (Savings \$3,486)

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You should check your credit report regularly. Contact us for additional information.



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
9-20	9-20	85411173263027555127095	PAYMENT - THANK YOU	\$100.00 (CR)
Transactions				
9-09	9-10	55541863253072022240257	PAPPASITO'S CANTINA #0 HOUSTON TX	\$26.00
9-10	9-11	05140483253720026041520	HEB #472 HOUSTON TX	\$26.44
9-11	9-12	55500383255207909900106	LULING CITY MKT BBQ HOUSTON TX	\$10.87
9-13	9-16	05436843257100071876508	WALGREENS #4515 HOUSTON TX	\$11.06
9-14	9-16	25536063258104000890167	SMASHBURGER #1209 HOUSTON TX	\$4.02
9-15	9-16	55464963259200099402238	CHAMPPS #65221 HOUSTON TX	\$32.00
9-14	9-17	55446413259469106198001	GODIVA CHOCOLATES #509 HOUSTON TX	\$30.31
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	17.99% (v)	\$0.00	30	\$0.00
Cash Advance	25.24% (v)	\$0.00	30	\$0.00
Intro Purchases	0.00%	\$3,784.50	30	\$0.00

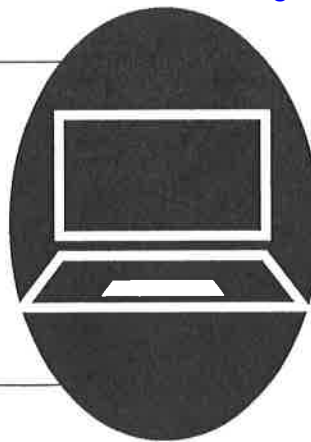
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See reverse for additional information.

Continued next page

FREE online access
to your account.

Anytime. Day or night.



Account Number:

██████████ 7 4620

Page 002 of 002

2013 Total Year-to-Date

Total fees charged in 2013\$0.00

Total interest charged in 2013\$0.00

Additional Information Regarding Your Account

OMAHA STEAKS®

SAVE 64% and get The Tasteful Gift

NOW ONLY \$57.00!

2 (5 oz.) Filet Mignons,

2 (5 oz.) Top Sirloins,

2 (4 oz.) Boneless Pork Chops,

6 (4 oz.) Omaha Steaks Burgers,

4 Stuffed Baked Potatoes &

4 Chocolate Molten Lava Cakes

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ask for 48423ZZB or go to www.OmahaSteaks.com/zzb



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First National Bank Omaha
P.O. Box 2557
Omaha, NE 68103-2557

021276

MARK THUESEN
PO BOX 540365
HOUSTON TX 77254-0365

Account Number: 4620
New Balance: \$3,715.88
Minimum Payment Due: \$74.00
Payment Due Date: December 6, 2013

Make checks payable to First National Bank Omaha
Amount of Payment Enclosed

\$

Change of Address? Please
check box and complete reverse side. ☐

4620 0000000007400 0000000371588

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition® Mastercard®

Account Number:
4620
Page 001 of 002

**Account Summary**

Previous Balance\$3,795.88
Payments-\$80.00
Other Credits-\$0.00
Purchases+\$0.00
Balance Transfers+\$0.00
Cash Advances+\$0.00
Fees Charged+\$0.00
Interest Charged+\$0.00
New Balance\$3,715.88
Statement Closing Date 11/08/13
Days in Billing Cycle30

Total Credit Limit\$3,900.00
Available Credit\$184.00
Cash Limit\$780.00
Available Cash\$184.00

**Payment Information**

New Balance\$3,715.88
Minimum Payment Due\$74.00
Past Due Amount\$0.00
Payment Due DateDecember 6, 2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased to a Penalty APR of up to 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	24 years	\$7,972
\$125	3 years	\$4,500 (Savings: \$3,472)

If you would like information about credit counseling services, call 1-866-486-6322.

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(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Visit: www.firstnational.com

Remit to: First National Bank Omaha, P.O. Box 2557, Omaha, NE 68103-2557

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Happy holidays! Keep in mind that the busy holiday shopping season is also prime season for identity thieves. Keep an eye on your card at the register, destroy all sensitive documents before throwing them away, and check your credit reports for suspicious activity at least once a year. We have services available that can help protect you from identity theft. Contact us for information.

**Transaction Detail**

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
10-17	10-17	85411173290027555130310	PAYMENT - THANK YOU	\$80.00 (CR)
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	17.99% (v)	\$0.00	30	\$0.00
Cash Advance	25.24% (v)	\$0.00	30	\$0.00
Intro Purchases	0.00%	\$3,734.54	30	\$0.00

2013 Total Year-to-Date

Total fees charged in 2013\$0.00
Total interest charged in 2013\$0.00

PAY BILLS THE EASY WAY

Simply use your credit card



Now there's no need to write checks or worry about delays in the mail. Just pay bills with your credit card! Then view all your payments right on your monthly statement.

1. **Contact** the companies that send you bills. Be sure to have your bill handy.
2. **Pay** with your credit card. Even schedule automatic payments.
3. **Relax** knowing your bills are paid on time.

Account Number:

4620

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Additional Information Regarding Your Account

The benefits on your MasterCard are improving, effective 1-1-2014.

Your new benefits are Price Protection and Identity Theft Resolution, and they are in addition to your current benefits such as Extended Warranty Protection and Zero Liability. Go to www.mastercard.com/credit-gtb for a full description of your new benefits and how to use them.

OMAHA STEAKS®
SAVE 57% and get The All Wrapped Up Festive Combo
NOW ONLY \$44.99!
4 (5 oz.) Top Sirloins,
4 (4 oz.) Omaha Steaks Burgers,
4 Individual New York Cheesecakes &
Signature Gift Wrap
Regular Price, \$105.00 - **NOW ONLY \$44.99**
That's 12 assorted gourmet items - ORDER NOW!
Call 24 hours a day, 7 days a week - 1-800-867-9300 and
ask for 7179ZZD or go to www.OmahaSteaks.com/zzd



Terms and Conditions: This offer can only be redeemed online and by phone. Standard shipping and handling and any applicable sales tax will be applied per address. Offer expires 12/31/13. First Bankcard, a division of First National Bank of Omaha, does not warrant or take responsibility for the items or services offered and is not affiliated with Omaha Steaks.

Shop with confidence with built-in MasterCard® purchase protections

Extended Warranty® doubles the original manufacturer's warranty for up to one year for most items you purchase with your card. Coverage is up to the actual amount charged to your card or \$10,000, whichever is less.

Purchase Security® protects card purchases against damage and theft for the first 90 days. It pays up to \$1,000 per incident and up to \$50,000 over your cardmember lifetime.

*Certain terms, conditions, limitations, and exclusions may apply. See your Benefits Guide for details. MasterCard is a registered trademark of MasterCard International Incorporated.



First National Bank Omaha
P.O. Box 2557
Omaha, NE 68103-2557

B 000000

MARK THUESEN
PO BOX 540365
HOUSTON TX 77254-0365

Account Number: 4620
New Balance: \$3,715.88
Minimum Payment Due: \$74.00
Payment Due Date: January 6, 2014

Make checks payable to First National Bank Omaha
Amount of Payment Enclosed

\$

Change of Address? Please check box and complete reverse side. ☐

4620 0000000007400 0000000371588

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Platinum Edition® Mastercard®

Account Number: 4620
Page 001 of 001



Account Summary

Previous Balance\$3,715.88
Payments-\$0.00
Other Credits-\$0.00
Purchases+\$0.00
Balance Transfers+\$0.00
Cash Advances+\$0.00
Fees Charged+\$0.00
Interest Charged+\$0.00
New Balance\$3,715.88

Statement Closing Date 12/09/13
Days in Billing Cycle31

Total Credit Limit\$3,900.00
Available Credit\$0.00
Cash Limit\$780.00
Available Cash\$0.00



Payment Information

New Balance\$3,715.88
Minimum Payment Due\$74.00
Past Due Amount\$74.00
Payment Due DateJanuary 6, 2014

Minimum Payment Warning: Even if you make no more charges using this card, if you make only the minimum payment each month we estimate you will never pay off the balance shown on this statement because your payment will be less than the interest charged each month.

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Save Time and Stamps
by Paying Online!

Call: Toll Free 1-888-530-3626

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Visit: www.firstnational.com

Remit to: First National Bank Omaha, P.O. Box 2557, Omaha, NE 68103-2557



CreditWiseSM

Holiday shopping can put a strain on your credit. Keep track of your spending by collecting receipts and adding them up, like you would do when balancing a checkbook. That can help you avoid a January surprise!



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	0.00%	\$0.00	31	\$0.00
Cash Advance	0.00%	\$0.00	31	\$0.00
Intro Purchases	0.00%	\$3,715.88	31	\$0.00

2013 Total Year-to-Date

Total fees charged in 2013\$0.00
Total interest charged in 2013\$0.00

B104 (Rev. 2/92)	ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING (Court Use Only)
PLAINTIFFS FIRST NATIONAL BANK OF OMAHA		DEFENDANTS MARK THUESEN
ATTORNEYS (Firm Name, Address, and Telephone No.) Frank Catalano, Steve Holmes, McGlinchey Stafford, PLLC, 2711 North Haskell Ave., Suite 2750, LB 25, Dallas, Texas 75204, 214.445.2445		ATTORNEYS (If Known) Michael G. Walker, Walker Patterson PC, P O Box 61301, Houston, TX 77208-1301, 713-956-5577
PARTY (Check one box only) <input type="checkbox"/> 1 U.S. PLAINTIFF <input type="checkbox"/> 2 U.S. DEFENDANT <input checked="" type="checkbox"/> 3 U.S. NOT A PARTY		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) First Cause: Charges incurred for luxury goods or services over \$650.00 are non-dischargeable pursuant to 11 U.S.C. §523 (a) (2) (C). Second Cause: As the Debtor obtained said money from the Plaintiff by false pretenses, false representation, or actual fraud, the indebtedness to Plaintiff is nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (A). Third Cause: Plaintiff's credit card is non-dischargeable pursuant to 11 U.S.C. §523 (a)(2)(B).		
NATURE OF SUIT (Check the one most appropriate box only.)		
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input checked="" type="checkbox"/> 454 To Recover Money or Property </div> <div style="width: 33%;"> <input type="checkbox"/> 455 To revoke an order of confirmation of a Chap. 11, Chap. 12, or Chap. 13 Plan </div> <div style="width: 33%;"> <input type="checkbox"/> 456 To obtain a declaratory judgment relating to any of the foregoing causes of action </div> <div style="width: 33%;"> <input type="checkbox"/> 435 To Determine Validity, Priority, Extent of a Lien or Other Interest in Property </div> <div style="width: 33%;"> <input type="checkbox"/> 426 To determine the dischargeability of a debt 11 U.S.C. § 523 </div> <div style="width: 33%;"> <input type="checkbox"/> 459 To determine a claim or cause of action removed to a bankruptcy court </div> <div style="width: 33%;"> <input type="checkbox"/> 458 To obtain approval for the sale of both the interest of the estate and of a co-owner in property </div> <div style="width: 33%;"> <input type="checkbox"/> 434 To obtain an injunction or other equitable relief </div> <div style="width: 33%;"> <input type="checkbox"/> 498 Other (specify) </div> <div style="width: 33%;"> <input type="checkbox"/> 424 To object or to revoke a discharge 11 U.S.C. § 727 </div> <div style="width: 33%;"> <input type="checkbox"/> 457 To subordinate any allowed claim or interest except where such subordination is provided in a plan </div> </div>		
ORIGIN OF PROCEEDINGS (Check one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed Proceeding <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from Another Bankruptcy Court <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23		
DEMAND	NEAREST THOUSAND \$4,000.00	OTHER RELIEF SOUGHT Costs, Fees, Interest
BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Mark Thuesen		BANKRUPTCY CASE NO. 13-37041
DISTRICT IN WHICH CASE IS PENDING Southern	DIVISIONAL OFFICE Houston	NAME OF JUDGE Hon. Karen K. Brown
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT	DIVISIONAL OFFICE	NAME OF JUDGE
FILING FEE (Check one box only.) <input checked="" type="checkbox"/> FEE ATTACHED <input type="checkbox"/> FEE NOT REQUIRED <input type="checkbox"/> FEE IS DEFERRED		
DATE 05/12/2014	PRINT NAME Frank J. Catalano	SIGNATURE OF ATTORNEY (OR PLAINTIFF) 